

BID OPENING
CITY OF SAN JOSE
OFFICE OF THE CITY CLERK

RECEIVED
San Jose City Clerk
City Clerk
Time Stamp 21 P 2:58

TOTAL BASE BID 2,743,250.-

ALT NO. 1 _____

ALT NO. 2 _____

ALT NO. 3 _____

Alt No. 4 _____

Alt No. 5 _____

BID DATE: Thursday, May 21, 2009

Project Manager: Chris Mastrodicasa – 535-8350

**SAN JOSE ENVIRONMENTAL INNOVATION
CENTER PHASE I**

BIDDER NAME: Galeb Paving, Inc

Bond ☒ Cashier's Check _____

Addendums Included ()

YES _____ NO _____

NonCollusion Affidavit

YES ☒ NO _____

San Jose Environmental Innovation Center - Phase I

BID DOCUMENTS

BID OPENING

3:00 P.M.

Thursday, May 21, 2009

Bidder: Galeb Paving, Inc.

PROPOSAL TO CITY OF SAN JOSE

FOR

San Jose Environmental Innovation Center - Phase I

Name of Bidder: *Galeb Paving, Inc.*

The representations herein are made under penalty of perjury.

To: The City of San Jose, State of California

The undersigned, as bidder, declares that the only person or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm or corporation; that the bidder has thoroughly read and examined and has full knowledge of and understands all the provisions and contents of this proposal and the documents which must be attached hereto, the Plans approved by the Director of Public Works on plan date, entitled **SAN JOSE ENVIRONMENTAL INNOVATION CENTER - PHASE I** and the Specifications approved by the Director of Public Works on plan date, entitled **SAN JOSE ENVIRONMENTAL INNOVATION CENTER - PHASE I** on file in the office of the Director of Public Works of the City of San Jose in City Hall, San Jose, California; that the bidder has thoroughly examined said Plans and Specifications which are on file in the office of the Director of Public Works, and that the bidder has full knowledge of and understands said Plans and Specifications and the requirements thereof; and that the bidder has further read and understands, and has knowledge of the contents of any and all addenda to said Plans and Specifications on file; and that the bidder proposes and agrees, if this proposal is accepted, that the bidder will contract with the City of San Jose, in the form of the copy of the contract on file in the office of the Director of Public Works, to do all the work and furnish all materials specified or referred to in the contract, in the manner and time therein prescribed, and according to the requirements of the City or Director of Public Works as therein set forth, to furnish the contract, bonds and insurance specified in the Specifications, and to do all other things required of the Contractor by the contract; and will take in full payment therefor the following price or unit prices as shown in the Schedule of Quantities on the next page(s).

If the bidder or other interested persons is a corporation, state legal name of corporation, also names of the President, Secretary, Treasurer, and the Manager thereof; if a partnership, state the name of the partnership, if one exists, also the names of all the partners comprising the partnership; if any of the partners are individuals, state the first and last name of every individual in full, if any of the partners are corporations, state for each such corporation, the information required above of corporations; if any of the partners are partnerships, state for each such partnership the information required above of partners; if the bidder or other interested person is a joint-venture, state the name of the joint venture, also names of all joint venturers comprising the joint venture; if any of the joint venturers are individuals, state the first and last name of every individual comprising the joint venture; if any of the joint venturers are corporations, state for each corporation the information required above of corporations; if any of the joint venturers are partnerships, state for each such partnership, the information required above of partners; if bidder or other interested persons is an individual, state first and last names in full.

If bidder is an individual, the bidder's signature shall be placed below; if bidder is an individual, doing business under a fictitious name, the name of the individual followed by the words "doing business under (insert the fictitious name)" shall be set forth above, together with the signature of the individual; if bidder is a corporation, the legal name of the corporation shall be set forth above, together with the signature of the officer or officers of the corporation, authorized to sign contracts on behalf of the corporation, the corporate title; that is Vice-President, Secretary, etc., should be placed below the name of the officer and the corporate seal affixed; if bidder is a partnership, the legal name of the partnership, if one exists, shall be set forth above, together with the signature of the partner or partners authorize to sign contracts on behalf of the partnership; if any of the partners are corporations, execution for such partners shall be accomplished

* *Galeb Paving, Inc. - Corporation*

President - Slobodan Galeb

Vice President - Temo Galeb

Secretary / Treasurer - Margaret Galeb

Manager - Lepa Galeb

**SCHEDULE OF QUANTITIES
FOR
SAN JOSE ENVIRONMENTAL INNOVATION CENTER – PHASE I**

ITEM	SPECIFICATION SECTION(S)	DESCRIPTION OF ITEM	TOTAL Base Bid
1.	013000	ADMINISTRATIVE REQUIREMENTS (mobilization)	\$ 260,000.00
2.	015000	TEMPORARY FACILITIES AND CONTROLS (erosion control)	\$ 28,000 (Fixed Lump Sum)
3.	015000	TEMPORARY FACILITIES AND CONTROLS (emergency erosion and sediment control)	\$ 30,000 (Fixed Lump Sum)
4.	012000	PRICE AND PAYMENT PROCEDURES (utility conflict)	\$ 130,000 (Fixed Lump Sum)
5.	024100, 311000	DEMOLITION AND SITE CLEARING (Hazardous Material Removal)	\$ 300,000 (Fixed Lump Sum)
6.	024100, 311000	DEMOLITION AND SITE CLEARING	\$ 40,800.00
7.	101400	SIGNAGE	\$ 15,700.00
8.	312200	GRADING	\$ 70,000.00
9.	320100	OPERATION AND MAINTENANCE	\$ 9,250.00
10.	321100	AGGREGATE BASE PAVING	\$ 7,500.00
11.	321200	FLEXIBLE PAVING	\$ 134,000.00
12.	323200	RIGID PAVING	\$ 206,000.00
13.	323113	CHAIN LINK FENCES AND GATES	\$ 34,500.00
14.	323119	DECORATIVE METAL FENCES AND GATES	\$ 76,500.00
Continued on next page			
Continued from previous page			

in accordance with the requirements set forth above for corporations; if any of the partners are partnerships, execution for such partners shall be accomplished in accordance with the requirements set forth above for partnership; if bidder is a joint-venture, the legal name of the joint venture, if one exists, shall be set forth above for partnerships. If signature is by an agent other than an officer of a corporation, or member of a partnership or a joint venture, a Power of Attorney must be on file with the City Clerk prior to opening bids or submitted with the bid; otherwise, the bid may, at the City's option, be disregarded as non-responsive.

If this proposal shall be accepted and the undersigned shall fail to contract, and to give the Contractor's Bond For Faithful Performance and the Contractor's Payment Bond required by the specifications and contract and by law, and to provide all insurance as required by said contract, within eight (8) days after the bidder has received notice from the City of San Jose, the City may, at its option, determine that the bidder has abandoned his/her contract, and thereupon this proposal and the acceptance thereof shall be null and void, and the forfeiture of such security accompanying this proposal shall operate and the same shall be the property of the City of San Jose.

In accordance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding on contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board. Signing this Proposal on the signature portion thereof shall constitute signature of this Statement.

Accompanying this proposal are the following documents completely filled in by the bidder and the same are incorporated herein by reference;

1. Cash, a cashier's check or a certified check made payable to City, or a bidder's bond executed by an admitted surety insurer naming the City as beneficiary, in an amount equal to at least ten percent (10%) of the total amount bid including all alternatives.
2. A list of subcontractors for work over one half of one percent, if any, the address of each subcontractor and the description of work to be done by each subcontractor.
3. A statement of financial responsibility, technical ability, and experience if such information is not already on file with the City.

City may at its option, request additional supplemental information after bid opening.

Bidder understands that the City reserves the right to reject any or all bids and to waive any informalities in the bidding.

The undersigned, as bidder, declares that in listing subcontractors in this bid, I have not discriminated or given any preference to any firm based on race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity, or national origin. I understand that any such discrimination or preference is in violation of Chapter 4.08 of the Municipal Code.

Execution of the Non-Collusion Affidavit constitutes execution of this Bid Proposal including the above statement of nondiscrimination and, with the exception of the Bidder's Bond or Addenda, if any, no other signatures will be required.

NONCOLLUSION AFFIDAVIT

Project Title: SAN JOSE ENVIRONMENTAL INNOVATION CENTER - PHASE I.

Slobodan Galeb (print name), being first duly sworn, deposes and says that he/she is

the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof the effectuate a collusive or sham bid.

In accordance with Title 23, United States Code, Section 112, the bidder hereby states, under penalty of perjury, that he/she has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract. Bidders are cautioned that making a false certification may subject certifier to criminal prosecution.

The undersigned declares under penalty of perjury that the information contained in this proposal and all accompanying documents are true and correct.

Executed on May 21, 2009

Galeb Paving, Inc.
Legal Company Name

Corporation

Indicate Type of Entity: Sole Proprietorship,
Partnership (General/Limited Partners),
Corporation, Joint Venture, etc.

City Business Lic. No.: 042638209
Expiration Date: 6/30/09
State Contractor Lic. No.: 325912
Classification: A, C12
Expiration Date: 4/30/10
Federal I. D. No.: 94-2308936
Address: 12340 Saratoga Sunnyvale Road
Saratoga, CA 95070
Telephone: (408) 253-4747

By: [Signature]
Title: President

NOTARY

On May 21, 2009 before me, Amy M. Amigon, Notary Public (name and title of officer), personally appeared Slobodan Galeb

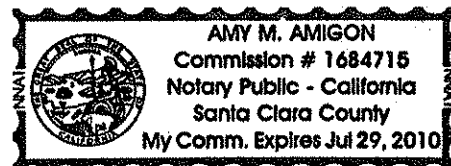
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under the PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature]
Notary Public

(Seal)



My Comm. Expires 12/31/10
State of California
Notary Public - California
Commission # 1884712
JAMES M. WILSON



LIST OF SUBCONTRACTORS

Designation of Subcontractors as required in Section 2-1.15A of the City of San Jose Standard Specifications, July 1992.

NAME OF SUBCONTRACTOR	LOCATION OF PLACE OF BUSINESS	NUMBER OF EMPLOYEES	PORTION (DESCRIPTION) OF WORK
KMA	San Jose, CA		Concrete
AAA Fence	Santa Clara, CA		Fencing
European Pavers	San Jose, CA		Pavers
G.D.G.	San Jose, CA		Underground
RL Ziegebein	Alamo, CA		Structures
B+B Landscape	San Jose, CA		Landscape/Irrigation
Signal Electric	San Jose, CA		Electrical

STATEMENT OF BIDDER'S EXPERIENCE

The bidder is required to state below what work of similar magnitude or character the bidder has done, and to give reference that will enable the City Council to judge the bidder's experience, skill and business standing and of the bidder's ability to conduct the bidder's work as completely and as rapidly as required under the terms of the contract.

PROJECT NAME

AGENCY/ENTITY

CONTRACT AMOUNT

see attached spreadsheet

STATEMENT OF BIDDER'S EXPERIENCE

The bidder is required to state below what work of similar magnitude or character the bidder has done, and to give reference that will enable the City Council to judge the bidder's experience, skill and business standing and of the bidder's ability to conduct the bidder's work as completely and as rapidly as required under the terms of the contract.

PROJECT NAME

AGENCY/ENTITY

CONTRACT AMOUNT

See attached spreadsheet

(

(

(

5/21/09

Statement of Bidders Experience
San Jose Environmental Innovation Center Phase I, City of San Jose
GALEB PAVING, INC. - RECENT CONSTRUCTION PROJECTS

Project Name	Description Of Work	Contract Amount	Owner	Contact /Number	Completion Date
Evergreen Valley High School Increment No. 1	Grading & Paving site prep/earthwork	\$ 2,600,000.00	East Side Union High School District	Kathy 408-347-5111	2002
Selma Ollinder Park	Grading & Paving	\$ 1,557,708.00	City of San Jose	408-535-8351 Jim Bernard	2006
Mission College Science & Tech Building	Grading & Paving site prep/earthwork	\$ 94,000.00	West Valley Mission Community College District	Anthony D'Amante 1-707-746-8000	2004
Sunnyvale Senior Center	Grading & Paving site prep/earthwork	\$ 825,000.00	City of Sunnyvale - Public Works	contact no longer there 1-415-451-2535	2003
South Central Swim Center	Grading & Paving site prep/earthwork	\$ 210,000.00	City of San Jose Parks & Recreation	ask City for contact 408-277-4661	2003
Animal Care Center Phase I	Grading site prep/earthwork	\$ 266,000.00	City of San Jose	ask City for contact 408-277-4777	2002
Animal Care Center Phase II	Grading & Paving site prep/earthwork	\$ 1,254,000.00	City of San Jose	ask City for contact 408-277-4777	2004
Story Road Mitigation	Grading site prep/earthwork	\$ 245,000.00	City of San Jose	Rajesh Verma 408-277-4777	2003
Cushing Parkway Widening	Grading & Paving site prep/earthwork	\$ 1,700,000.00	City of Fremont	Myles Herman 1-510-494-4701	2004
Evergreen Elementary School #17	Grading & Paving site prep/earthwork	\$ 545,000.00	Evergreen School District	ask school for contact 408-270-6800	2004
Lake Cunningham Overflow Parking Lot, Phase II	Grading & Paving site prep/earthwork	\$ 354,000.00	City of San Jose	Karen Domerchle 408-794-1350	2002
Athletic Field Renovations Project # 9517-Gunderson High School	Grading & Paving	\$ 2,877,996.46	San Jose Unified School District	408-370-3945 Phillip (Skip) English	2006
San Jose High Academy Phase II Sports Field Improvements	Grading & Paving	\$ 2,205,840.88	San Jose Unified School District	408-278-9181 Justin Smith	2006
Athletic Upgrades at Pioneer HS & Willow Glen HS/MS No. 9606	Grading & Paving	\$ 5,756,000.00	San Jose Unified School District	408-278-9181 Jim Wilson	2007
Pioneer Site Drainage No. 9842	Underground	\$ 328,000.00	San Jose Unified School District	408-278-9181 Jim Wilson	2007
Washington Blvd./Paseo Padre Pkwy. Earthwork Project 8156E	Grade Separation	\$ 2,229,376.10	City of Fremont S&C Engineers - Job Contact	Thom Fresquez 1-510-623-1044	2007

Verde Designs - Architect formally Beals

2455 The Alameda, Suite 200
Santa Clara, CA 95050
Contact: Derek McKee
Phone: 408-985-7200

RELIABLE CONTRACTOR DECLARATION

CIWMB 168 (Revised 2/08)

This form must be completed and submitted to City of San Jose at the time of the bid. The City will submit to the California Integrated Waste Management Board (CIWMB) prior to authorizing a contractor(s) to commence work. Failure to provide this documentation in a timely manner may result in nonpayment of funds to the contractor(s).

This form is intended to help the CIWMB's Grantees comply with the Unreliable List requirement of their Terms and Conditions.

The Unreliable List provision requires the following:

Prior to authorizing a contractor(s) to commence work under the Grant, the Grantee shall submit to the CIWMB a declaration signed under penalty of perjury by the contractor(s) stating that within the preceding three (3) years, none of the events listed in Section 17050 of Title 14, California Code of Regulations, Natural Resources, Division 7, has occurred with respect to the contractor(s). Please see the reverse of this page for a listing of events, or refer to www.ciwmb.ca.gov/Regulations/Title14/.

Please return the completed form at the time of the bid:

GRANTEE INFORMATION	
GRANTEE NAME:	GRANT NUMBER:
PRIMARY CONTACT NAME:	
CONTRACTOR INFORMATION	
CONTRACTOR NAME: <i>Galeb Paving, Inc.</i>	
AUTHORIZED CONTRACTOR REPRESENTATIVE NAME: <i>Slobodan Galeb</i>	
MAILING ADDRESS: <i>12340 Saratoga Sunnyvale Road, Saratoga, CA 95070</i>	
<i>As the authorized representative of the above identified contractor, I declare under penalty of perjury under the laws of the State of California that within the preceding three (3) years, none of the events listed in Section 17050 of Title 14, California Code of Regulations, Natural Resources, Division 7, has occurred with respect to the above identified contractor.</i>	
<i>[Signature]</i> Signature	<i>5/21/09</i> Date

Title 14 CCR, Division 7, Chapter 1

Article 5. Unreliable Contractors, Subcontractors, Borrowers and Grantees

Section 17050. Grounds for Placement on Unreliable List

The following are grounds for a finding that a contractor, any subcontractor that provides services for a board agreement, grantee or borrower is unreliable and should be placed on the board's Unreliable Contractor, Subcontractor, Grantee or Borrower List ("Unreliable List"). The presence of one of these grounds shall not automatically result in placement on the Unreliable List. A finding must be made by the Executive Director in accordance with section 17054, and there must be a final decision on any appeal that may be filed in accordance with section 17055 et seq.

- (a) Disallowance of any and/or all claim(s) to the board due to fraudulent claims or reporting; or
- (b) The filing of a civil action by the Attorney General for a violation of the False Claims Act, Government Code section 12650 et. seq; or
- (c) Default on a board loan, as evidenced by written notice from board staff provided to the borrower of the default; or
- (d) Foreclosure upon real property loan collateral or repossession of personal property loan collateral by the board; or
- (e) Filing voluntary or involuntary bankruptcy, where there is a finding based on substantial evidence, that the bankruptcy interfered with the board contract, subcontract, grant or loan; or
- (f) Breach of the terms and conditions of a previous board contract, any subcontract for a board agreement, grant, or loan, resulting in termination of the board contract, subcontract, grant or loan by the board or prime contractor; or
- (g) Placement on the board's chronic violator inventory established pursuant to Public Resources Code section 44104 for any owner or operator of a solid waste facility; or
- (h) The person, or any partner, member, officer, director, responsible managing officer, or responsible managing employee of an entity has been convicted by a court of competent jurisdiction of any charge of fraud, bribery, collusion, conspiracy, or any act in violation of any state or federal antitrust law in connection with the bidding upon, award of, or performance under any board contract, subcontract, grant or loan; or
- (i) The person or entity is on the list of unreliable persons or entities, or similar list, of any other federal or California state agency; or
- (j) The person or entity has violated an Order issued in accordance with section 18304; or,
- (k) The person or entity has directed or transported to, has or accepted waste tires at, a site where the operator is required to have but does not have a waste tire facility permit; or,
- (l) The person or entity has transported waste tires without a waste tire hauler registration; or,
- (m) The person or entity has had a solid waste facility or waste tire permit or a waste tire hauler registration denied, suspended or revoked; or,
- (n) The person or entity has abandoned a site or taken a similar action which resulted in corrective action or the expenditure of funds by the Board to remediate, clean, or abate a nuisance at the site; or
- (o) The following are additional grounds for a finding that, a person or entity described below should be placed on the Unreliable List:
 - (1) The person or entity owned 20% or more of an entity on the Unreliable List at the time of the activity that resulted in its placement on the Unreliable List;
 - (2) The person held the position of officer director, manager, partner, trustee, or any other management position with significant control (Principal Manager) in an entity on the Unreliable List at the time of the activity that resulted in its placement on the Unreliable List;
 - (3) The entity includes a Principal Manager who:
 - 1. Was a Principal Manager in an entity on the Unreliable List at the time of the activity that resulted in its placement on the Unreliable List; or,
 - 2. Owned 20% or more of an entity on the Unreliable List at the time of the activity that resulted in its placement on the Unreliable List;
 - (4) The entity has a person who owns 20% or more of the entity, if that person:
 - 1. Was a Principal Manager in an entity on the Unreliable List at the time of the activity that resulted in its placement on the Unreliable List; or,
 - 2. Owned 20% or more of an entity on the Unreliable List at the time of the activity that resulted in its placement on the Unreliable List.
 - (5) The entity has another entity which owns 20% or more of the entity, if that other entity:
 - 1. Is on the Unreliable List; or,
 - 2. Owned 20% or more of an entity on the Unreliable List at the time of the activity that resulted in its placement on the Unreliable List.
 - (6) Subsection (o) is not intended to apply to a person or entity that purchases or otherwise obtains an entity on the Unreliable List subsequent to its placement on the Unreliable List.

BIDDER'S BOND

KNOW ALL PERSONS BY THESE PRESENTS:

That we, Galeb Paving, Inc. as PRINCIPAL, and Developers Surety and Indemnity Company, a corporation duly organized under the laws of the State of Iowa and duly licensed to become sole surety on bonds required or authorized by the State of California, as SURETY, are held and firmly bound unto the City of San Jose (hereinafter called the "City"), in the penal sum of TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE BID of the Principal above named, submitted by said Principal to the City of San Jose, for the work described below; for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents. In no case shall the liability of the Surety hereunder exceed the sum of Ten Percent (10%) of the Total Bid DOLLARS (\$ -10%-).

THE CONDITION OF THIS OBLIGATION IS SUCH,

That whereas the Principal has submitted the above mentioned bid to the City of San Jose, for certain construction specifically described as follows, for which bids are to be opened in the Office of the City Clerk, City of San Jose, City Hall, 200 E. Santa Clara St., Wing 2nd Fl., San Jose, CA 95113, on May 21, 2009 for SAN JOSE ENVIRONMENTAL INNOVATION CENTER - PHASE I

NOW, THEREFORE, if the aforesaid Principal is awarded the contract and, within the time and manner required under the specifications, after the prescribed forms are presented to Principal for signature, enters into a written contract, in the prescribed forms, in accordance with the bid, and files a Faithful Performance Bond and a Contractor's Payment Bond, and files the required insurance policies with the City, all as required by the specifications and the contract or by law, then the obligation shall be null and void; otherwise it shall be and remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that the obligation of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

In the event suit is brought upon this bond by the Obligee and judgement is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this 19th
day of May, 2009.

PRINCIPAL

SURETY

Galeb Paving, Inc.

Legal Company Name

Developers Surety and Indemnity
Company

Legal Company Name

Corporation

Indicate Type of Entity

By Title: Slobodan Galeb,
PresidentBy Title: Erin Bautista
Attorney-in-Fact

By _____

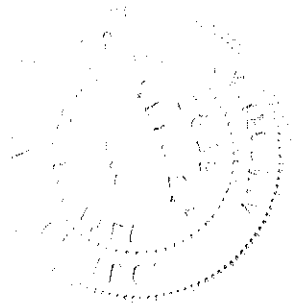
Title:

By _____

Title:

(Affix Corporate Seals)

(Attach Acknowledgments of both Principal and Surety signatures)



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Santa Clara

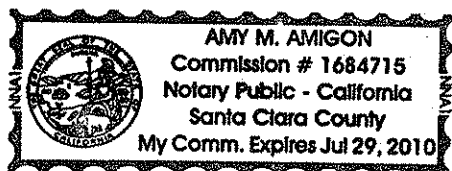
On 5/21/09 before me, Amy M. Amigon, Notary Public

Date

Here Insert Name and Title of the Officer

personally appeared Slobodan Galeb

Name(s) of Signer(s)



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Signature

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: BID BOND - ST Environmental Innovation Center - Phase I

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- ☐ Individual
- ☐ Corporate Officer — Title(s): _____
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

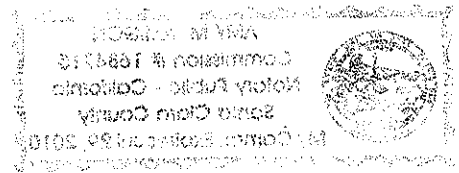
Signer's Name: _____

- ☐ Individual
- ☐ Corporate Officer — Title(s): _____
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here



ACKNOWLEDGMENT

State of California
County of Santa Clara

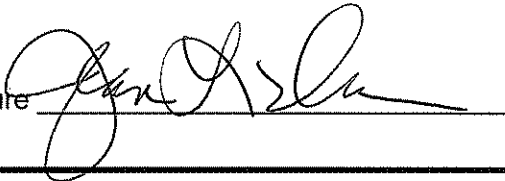
On May 19, 2009 before me, Jean L. Neu, Notary Public
(insert name and title of the officer)

personally appeared Erin Bautista,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~
subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in
~~his/her/their~~ authorized capacity(ies), and that by ~~his/her/their~~ signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

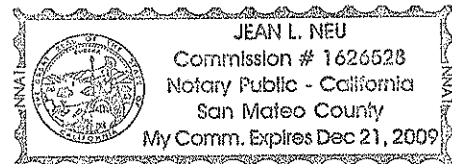
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



POWER OF ATTORNEY FOR
DEVELOPERS SURETY AND INDEMNITY COMPANY
INDEMNITY COMPANY OF CALIFORNIA
PO Box 19725, IRVINE, CA 92623 (949) 263-3300

KNOW ALL MEN BY THESE PRESENTS, that as except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, do each, hereby make, constitute and appoint:

Jean L. Neu, Erin Bautista, Bryan D. Martin, B. A. Poitevin, jointly or severally

as their true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporations, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporations could do, but reserving to each of said corporations full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the respective Board of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, effective as of January 1st, 2008.

RESOLVED, that the chairman of the Board, the President and any Vice President of the corporation be, and that each of them hereby is, authorized to execute Powers of Attorney, qualifying the attorney(s) named in the Powers of Attorney to execute, on behalf of the corporations, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of the corporations be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

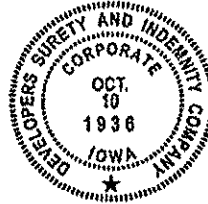
RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporations when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA have severally caused these presents to be signed by their respective Vice President and attested by their respective Assistant Secretary this January 1st, 2008.

By: Stephen T. Pate
Stephen T. Pate, Senior Vice President

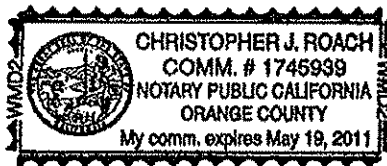
By: Charles L. Day
Charles L. Day, Assistant Secretary

State of California
County of Orange



On January 1st, 2008 before me, Christopher J. Roach, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Stephen T. Pate and Charles L. Day
Name(s) of Signer(s)



Place Notary Seal Above

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Christopher J. Roach
Christopher J. Roach

CERTIFICATE

The undersigned, as Assistant Secretary, of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked, and furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney, are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, the 19th day of May, 2009.

By: Albert Hillebrand
Albert Hillebrand, Assistant Secretary

